

REMARKS

No claims have been amended, added or cancelled in the present response. Therefore claims 1-99 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(e) Rejection:

The Examiner rejected claims 1-11, 19-33, 38-68, 70-77 and 80-99 under 35 U.S.C. § 102(e) as being anticipated by Harvey et al. (U.S. Patent 6,487,583) (hereinafter "Harvey"). Applicants respectfully traverse this rejection for at least the following reasons.

Regarding claim 1, Harvey does not teach a peer-to-peer network environment, comprising a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group member comprises a network node configured to communicate with other members of its peer group over one or more networks; wherein each peer group defines a common set of services available to members of that peer group; and wherein a plurality of members of one of said plurality of peer groups are configured to share a network service or content with other members of said peer group only, so that said peer group defines a limited domain of availability for said network service or said content.

In the Response to Arguments section of the Final Action, the Examiner asserts that "Harvey states that the entire architecture could function as either client/server or peer-to-peer." The Examiner has misrepresented the teachings of Harvey. Nowhere does Harvey state that his "entire architecture" could function as peer-to-peer. To the contrary, the only mention of a "peer" or the term "peer-to-peer" in Harvey is found in column 24, lines 17-20, which states, "Those skilled in the art will recognize that control could alternatively be accomplished through a peer-to-peer network or through other communications links." Clearly, Harvey discloses only that a peer-to-peer network is one

example of a communication link through which a central controller module 115 may accomplish control of a user/client computer 110 to control multiple player game play, in a client/server model. There is nothing in Harvey to teach that the architecture of Harvey's Information and Application Distribution System (IADS) could function as peer-to-peer. Even if the communication link through which the control functions of Harvey are performed was implemented as a peer-to-peer communication link (which is the most that can be read from Harvey), that would not result in a peer-to-peer network environment having a plurality of peer groups, wherein each peer group comprises a plurality of peer group members. At most Harvey merely states that a communication link for control could be a peer-to-peer communication link.

The Examiner further asserts that:

if the architecture functions as peer-to-peer then the control would be accomplished through clients instead of a central controller because a central controller could not function under a peer-to-peer architecture. It is obvious to those having skill in the art, as stated by Harvey, to change this architecture to peer-to-peer. Therefore, Harvey can be implemented as a peer-to-peer architecture creating peer groups or communities and group members.

This is blatant hindsight speculation by the Examiner. As discussed above, there is nothing in Harvey to disclose changing the architecture of Harvey's IADS, and Harvey provides absolutely no description whatsoever of how his teachings would be adapted to a peer-to-peer architecture. At most Harvey merely states that a communication link for control could be a peer-to-peer communication link. Therefore, there is nothing in Harvey that anticipates peer-to-peer network environment having a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, as recited in claim 1.

In further regard to claim 1, contrary to the Examiner's previous assertion, Harvey fails to disclose, in column 4, lines 20-43 or elsewhere, a peer-to-peer network environment comprising a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group member comprises a network node configured to communicate with other members of its peer group over one

or more networks, and wherein each peer group defines a common set of services available to members of that peer group. **Harvey clearly fails to disclose a plurality of peer groups each comprising a plurality of peer group members, wherein each peer group defines a common set of services available to members of that peer group.** Instead, Harvey discloses an Information and Application Distribution System (IADS) that operates, in one embodiment, to "distribute, initiate and allow interaction and communication within like-minded communities." Harvey further discloses a central controller, a component of the IADS, which "facilitates interaction and introduction between and among users." Harvey nowhere teaches or suggests that the central controller functions as a peer group member, nor does Harvey teach or suggest a peer-to-peer relationship between the central controller and the users. Note that the meaning of the terms "peer" and "peer-to-peer" is well understood by those of ordinary skill in art of computer network systems. No one of ordinary skill in the art would consider Harvey's teachings to pertain to a peer-to-peer network environment comprising a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group member comprises a network node configured to communicate with other members of its peer group over one or more networks, and wherein each peer group defines a common set of services available to members of that peer group, as recited in claim 1. Instead, Harvey clearly discloses that the relationship between the central controller and the users is in accordance with the client/server model in column 6, lines 14-49:

Central controller module 115 may function to permit clients 110 to interact with each other in connection with various applications, messaging services and other services which may be provided through IADS 100.

Central controller module 115 may preferably comprise either a single server computer or multiple server computers configured to appear to clients 110 as a single resource. Central controller module 115 may communicate with a number of data storage modules 160...Various databases may be available in a data storage module 160 as necessary depending upon the specific applications and services made available through IADS 100.

...data storage module 160 may include files associated with various applications which are accessed by users stationed at clients 110. (emphasis added).

Thus, it is clear from the above citation that, rather than disclosing peer groups that "define a common set of services available to members of that peer group", Harvey discloses a server (central controller module 115) that provides applications and services stored on data storage modules 160 to clients 110 in accordance with a client/server model. Even if the communication link for control in Harvey was implemented as a peer-to-peer communication link, that would not result in a peer-to-peer network environment having a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group defines a common set of services available to members of that peer group. Using a peer-to-peer communication link for control (which is the only thing Harvey mentions about peer-to-peer) would not require peer groups each defining a common set of services available to members of that peer group.

In further regard to claim 1, contrary to the Examiner's assertion, Harvey fails to disclose, in column 11, line 62-column 12, line 5, or elsewhere, that a plurality of members of one of the plurality of peer groups are configured to share a network service or content with other members of that peer group only, so that said peer group defines a limited domain of availability for said network service or said content. Instead, in column 11, line 67-column 12, line 5 Harvey discloses that the central controller module 115 may be provided with a list of users that may access a community, and the central controller module 115 may then access that list of users to govern access to the community:

A creator may provide to central controller module 115 a list of team members, along with appropriate information. Central controller module 115 may compare information provided by a user to the information provided by a creator, thereby governing access to the community.

Harvey further discloses that a community is created by a creator via the central controller module 115 in column 4, lines 24-26:

A creator accesses a central controller over a network to create a community using a community creating module. (emphasis added).

Harvey further discloses that the community is stored on data storage module 160 in column 6, lines 59-62:

As will be discussed in more detail below, according to an embodiment of the invention, various communities, clients, subscription objects, executable components and other items may be stored in data storage module 160. (emphasis added).

Clearly, Harvey teaches that a community is created by a creator via the central controller module 115 and stored on data storage module 160. The creator may provide a list of users that have access to the community stored on data storage module 160 to the central controller module 115. The central controller module 115 may then govern access to the community stored on data storage module 160 in accordance with the provided list of users. The "community" in Harvey is clearly NOT a plurality of members of one of the plurality of peer groups configured to share a network service or content with other members of that peer group only, so that said peer group defines a limited domain of availability for said network service or said content. **Applicants note that the Examiner did not include any rebuttal of this argument in the Final Action.**

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every limitation of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, Harvey clearly fails to disclose the specific combination of limitations recited in Applicants' claim 1. Therefore, Harvey cannot be said to anticipate claim 1.

Thus, for at least the reasons presented above, the rejection of claim 1 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 1 also apply to claim 70.

Regarding claim 2, in the Response to Arguments section of the Final Action, the Examiner asserts that Harvey states, "this invention relates to the use of various communications protocols in order to distribute and enable community applications and information through a public or private network to enable users to interact and communicate with like-minded communities," in column 1, lines 9-35. The Examiner asserts that, therefore, Harvey discloses the invention as claimed. However, communication protocols for distributing applications and information are not the same as, and have nothing to do with, membership protocols for joining a peer group implemented by a membership service, as recited in claim 2.

Also regarding claim 2, contrary to the Examiner's previous assertion, Harvey fails to disclose, in column 11, lines 28-50 or elsewhere, a peer-to-peer network environment...wherein said common set of services comprises a membership service, wherein said membership service implements a membership protocol for joining a peer group such that any peer in the peer-to-peer network environment may apply for membership in the peer group in accordance with the membership protocol. Applicants respectfully assert that, in column 11, line 28-50, Harvey discloses that, in the process of creating a community, the creator may designate a privacy level for the community that may indicate what users (clients) may access the community (column 11, lines 28-31). As previously noted, Harvey discloses that a community is created by a creator via the central controller module 115, is stored in data storage module 160, and access to the community is controlled by a server (central controller module 115) in accordance with a client/server model. The privacy level disclosed by Harvey is simply a parameter of the community that may be set by the creator to indicate what users (clients) may access the community stored in data storage module 160 via the server (central controller module 115) in accordance with the client/server model, and may be set to a level that allows any user (client) to access the community via the central controller module 115 or set to other levels that restrict access to certain users to varying degrees. Again, this has nothing to do with membership protocols for joining a peer group, as recited in claim 2.

Applicants respectfully assert that, for at least the reasons presented above, Harvey does not teach or suggest, in column 11, lines 28-50, or elsewhere, a membership service, which is one of a common set of services defined by a peer group and available to members of that peer group, wherein said membership service implements a membership protocol for joining a peer group such that any peer in the peer-to-peer network environment may apply for membership in the peer group in accordance with the membership protocol.

Thus, for at least the reasons presented above, the rejection of claim 2 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 2 also apply to claims 28, 44, 71, and 87.

Regarding claim 3, in the Response to Arguments section of the Final Action, the Examiner reaffirms his rejection according to the cited paragraphs and also asserts that Harvey, column 11, line 62 – column 12, line 37, discloses that, "If the client application is not received directly from one of the assistant managers, a user may be prohibited from accessing the community." The Examiner's previous rejection relied on column 11, lines 51-61, as teaching claim 3. However, as discussed in Applicants' response to the previous Office Action, Harvey discloses that, in the process of creating a community, the creator may designate specific users that may perform certain functions within the community (column 11, lines 51-53). One of the functions that may be delegated to a specific user may be that of approving individuals to join the community (column 11, lines 56-57); in other words, one of the functions delegated to a user may be that of approving which clients (users) may access the community via the central controller module 115. As previously noted, Harvey discloses that a community is created by a creator via the central controller module 115, is stored in data storage module 160, and access to the community is controlled by a server (central controller module 115). The functions disclosed by Harvey are simply roles or tasks to be performed for the community hosted by the central controller module 115 that may be delegated by the creator to particular users. Applicants respectfully assert that a creator of a community delegating a function to a user/client of the community hosted by a server (central

controller module 115) is distinctly different than a member of a peer group configured to provide a membership service for a peer group in a peer-to-peer networking environment. Furthermore, claim 3 recites, "said membership service for said peer group implements a membership policy for said peer group restricting which peers in the peer-to-peer network environment are allowed to join said peer group." There is nothing in the Examiner's previous or additional citations, or elsewhere in Harvey, to disclose that designated members approve access to a community according to a membership policy for restricting which peers are allowed to join a peer group, as recited in claim 3.

Thus, for at least the reasons presented above, the rejection of claim 3 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 3 also apply to claims 29, 45, 56, 63, 72, and 92.

Regarding claim 8, in the Response to Arguments section of the Final Action, the Examiner points to column 18, lines 45-60, wherein Harvey states, "An email sent to a list may be distributed to all currently subscribed members of the list." The Examiner asserts, "This statement means that a peer group message sent by one of the members of the [said] peer group is sent to the members of said peer group but not outside said peer group." However, this citation describes mailing lists, to which users may subscribe. Mailing lists are clearly not the same as "peer groups" of a peer-to-peer network, as would be understood by those of ordinary skill in the art. There is nothing in Harvey to teach that such a mailing list defines or is restricted to a peer group in a peer-to-peer network, as recited in claim 8.

Furthermore, contrary to the Examiner's previous assertion, Harvey fails to disclose, in column 17, line 64-column 18, line 2, or elsewhere, a peer-to-peer network environment...wherein said peer group defines an implicit scope for all peer group messages originating within said peer group, so that a peer group message sent by one of the members of said peer group is sent to the members of said peer group but not outside said peer group, for at least the reasons presented for claim 1. In column 17, line 64-

column 18, line 2, Harvey simply discloses an announcements screen where text messages may be posted. This is clearly disclosed in Harvey, column 10, lines 37-40:

A creator may select what text will be displayed on the announcements screen, as well as the text content on the announcements screen associated with an announcements tab. Text may include greetings, community news, announcements, or other information associated with the community.

Applicants respectfully assert that posting text messages such as "greetings, community news, announcements, or other information" to an announcements screen is clearly not the same as, or even suggestive of, the sending of peer group messages to the members of a peer group. Applicants note that the latter involves the transmission or broadcast of peer group messages formatted in accordance with a protocol via a communications channel from one peer group member to one or more other peer group members. Applicants stress that posting text messages has nothing to do with peer-to-peer communications.

Thus, for at least the reasons presented above, the rejection of claim 8 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 8 also apply to claim 75.

Regarding claim 19, in the Response to Arguments section of the Final Action, the Examiner points to Harvey, column 5, line 54 – column 6, line 9, which states, "Communication application modules 155a and 155b need not be the same specific software so long a communication between them is according to standard protocols so that messages sent and received can be recognized." The Examiner asserts that this passage teaches that said protocols are platform independent as to programming language implementations. However, this citation describes one or more communication application modules 155, which "may comprise an e-mail application such as Microsoft Beyond Mail.TM., Netscape Mail.TM., Eudora Pro.TM., or the like, and must also comprise an application which can establish a persistent connection to network 150." These modules are used to connect a computer to a network and to distribute applications

and information. They are not protocols for joining and leaving said peer group and for sharing said network service or content within said peer group, as recited in claim 19.

Furthermore, contrary to the Examiner's previous assertion, Harvey fails to disclose, in column 9, lines 10-32, column 6, line 47-column 7, line 6, or elsewhere, a peer-to-peer network environment, wherein said common set of services available to members of said peer group implement protocols for joining and leaving said peer group and for sharing said network service or content within said peer group, wherein said protocols are platform independent as to programming language implementations and network transport for said common set of services. In column 9, lines 10-32, Harvey discloses, "standard community templates and application objects". In column 9, lines 21-22, Harvey discloses that, "standard application objects" may be available to all users. In column 6, line 47-column 7, line 6, Harvey discloses a data storage module 160 that stores "files associated with various applications which are accessed by users stationed at clients 110" (column 6, lines 47-49). Again, Applicants note that access to data storage module 160 by clients 110, and thus access to the standard application objects, is controlled by central controller module 115. Applicants further respectfully assert that, neither in the cited passages nor elsewhere, does Harvey teach or suggest protocols for joining and leaving a peer group and for sharing network services or content within a peer group, wherein the protocols are platform independent as to programming language implementations and network transport. Nowhere does Harvey teach or suggest the notion of platform-independent protocols for these functions.

Thus, for at least the reasons presented above, the rejection of claim 19 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 19 also apply to claims 38, 49, 60 and 67.

Regarding claims 20, 27, 80, 90, 96, 97 and 99, similar arguments as made above for claims 1 and 2 apply. Thus, the rejection of claims 20, 27, 80, 90, 96, 97, and 99 is not supported by the cited prior art and removal thereof is respectfully requested.

Regarding claim 39, 86, 91, and 98, similar arguments as made above for claim 1 and 2 apply. Specifically, Applicants respectfully assert that Harvey fails to disclose, in column 4, lines 20-43 or elsewhere, a common set of services to be instantiated within the peer group by members of the peer group.

In further regard to claim 39, 86, 91, and 98, Applicants note that the Examiner cites column 13, lines 5-26, and asserts that "an invitation serves the purpose of an advertisement." The Examiner is incorrect. An invitation is not an advertisement that comprises an identifier for the peer group, a description of a common set of services to be instantiated within the peer group by members of the peer group, and a membership service advertisement indicating how others peers may request to join the peer group. Furthermore, for the standard of anticipation, it is not sufficient that the prior art teach something that serves the same purpose. For example, two different systems that serve the same purpose, but work in different ways are not identical under the standard of anticipation. This is well settled law. Anticipation requires the identical invention. Also, Harvey discloses that the invitation disclosed in column 13, lines 5-26 is sent to invited users. Applicants' claim 39 states that at least a portion of an advertisement is published.

In the Response to Arguments section of the Final Action, the Examiner restates his assertion that invitations serve the purpose of advertisement. He also asserts that advertisements of products and services are mentioned throughout the reference, that it was well known in the art at the time of the invention to advertise, and that, thus, Harvey overcomes the invention as claimed. The Examiner seems to be contradicting his earlier position that the invitations of Harvey are analogous to the advertisements of the present invention. Furthermore, in Harvey, advertisements of products and services are not the same as an advertisement for a peer group, as recited in claim 39, which comprises the elements recited therein.

In further regard to claim 39, 86, 91, and 98, Applicants strongly disagree that the community identification information disclosed by Harvey in column 7, line 58-column 8, line 11 is analogous to an identifier for the peer group comprised in the advertisement.

Further, nowhere in Harvey can Applicants find that the community identification information disclosed in column 7, line 58-column 8 is included in an advertisement for the community, nor in an "invitation" for the community.

Thus, for at least the reasons presented above, the rejection of claims 39, 86, 91, and 98, is not supported by the cited prior art and removal thereof is respectfully requested.

Regarding claim 50 and 61, similar arguments as made above for claim 1 and 2 apply. In addition, Applicants note that the Examiner cites column 16, lines 50-59 as teaching peer nodes configured to participate in a peer discovery protocol to discover other peer nodes and discover one or more peer groups, wherein said discovering one or more peer groups comprises discovering one or more peer group advertisements for the peer groups. Applicants note that, in the cited passage, Harvey teaches a tool bar on a graphic interface that may allow a user to browse through a hierarchical structure that organizes various communities. Applicants strongly disagree that a tool bar and graphic interface as described in the cited passage that allow a user to visually browse various communities have anything at all to do with peer nodes configured to participate in a peer discovery protocol to discover other peer nodes and peer groups, nor with a subset of peer nodes being configured to participate in a peer membership protocol for joining said discovered groups, as recited in claim 50.

In the Response to Arguments section of the Final Action, the Examiner states that, "Harvey discloses implementing various protocols as mentioned earlier and elsewhere in the reference." However, as previously discussed, the only protocols mentioned in Harvey are communication protocols for a computer connecting to a network and for distribution of information and applications. Nowhere does Harvey disclose a peer discovery protocol for peer nodes in a peer-to-peer network to discover other peer nodes.

The Examiner also points to column 17, line 43 – column 18, line 2 and asserts that Harvey states that, "... the names of communities will provide an indication of the relative sizes and activity levels of a community, as well as an indication of how a user may join the community." However, this passage specifically refers to a navigation function that a user may select "once the user has experienced a community," as stated in column 17, line 44, and information about the community that is displayed in a browser. There is nothing in this passage, or elsewhere in Harvey, to teach that this indication of how a user may join a community involves a peer membership protocol for joining said discovered groups, as recited in claim 50.

Thus, for at least the reasons presented above, contrary to the Examiner's assertion, Harvey fails to disclose the limitations of claim 50. Therefore, for at least the reasons presented above, the rejection of claim claims 50 and 61 is not supported by the cited prior art and removal thereof is respectfully requested.

Section 103(a) Rejections:

The Examiner rejected claims 12-15, 24-26, 69 and 78-79 under 35 U.S.C. § 103(a) as being unpatentable over Harvey as applied to claim 1 above, and further in view of McLaughlin et al. (U.S. Patent 6,272,386) (hereinafter "McLaughlin"), claims 16-18 as being unpatentable over Harvey as applied to claim 1 above, and further in view of Lang et al. (U.S. Patent 5,867,799) (hereinafter "Lang"), claim 37 as being unpatentable over Harvey and McLaughlin as applied to claims 20 and 35 above, and further in view of Lowery et al. (U.S. Publication 2002/0107935) (hereinafter "Lowery"). Applicants respectfully traverse these rejections for at least the reasons presented above regarding the independent claims. Accordingly, removal of the 35 U.S.C. § 103(a) rejections is respectfully requested.

In regard to the rejections under both § 102(c) and § 103(a), Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art.

However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

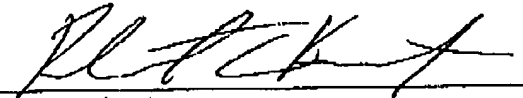
Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-07000/RCK.

Also enclosed herewith are the following items:

- ☐ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Other:

Respectfully submitted,



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